

File Under  
Recordation  
No. 7894



# LOUISVILLE & NASHVILLE RAILROAD COMPANY

908 W. BROADWAY • LOUISVILLE, KENTUCKY 40203      TELEPHONE (502) 587-5235

LAW DEPARTMENT

February 15, 1979

DAVID M. YEARWOOD  
GENERAL ATTORNEY

RECORDATION NO. 7894 Filed 1425

FEB 26 1979 - 3 15 PM

INTERSTATE COMMERCE COMMISSION

Date FEB 26 1979

Fee \$10.00

ICC Washington, D. C.

Mr. H. G. Homme, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

Dear Mr. Secretary:

There is transmitted to you herewith for filing and recordation, pursuant to 49 U.S.C. Section 11303, duly executed counterparts of an Agreement of Partial Release dated as of December 15, 1978 between Mercantile-Safe Deposit and Trust Company, as Agent, whose address is Two Hopkins Plaza, Baltimore, Maryland 21203 and First Security Bank of Utah, National Association, as Trustee, whose address is 79 South Main Street, Salt Lake City, Utah 84111.

By this Agreement of Partial Release, Mercantile-Safe Deposit and Trust Company released a 50-ton box car and a 50-ton gondola car, bearing the Louisville and Nashville Railroad Company's road numbers 111446 and 28137, respectively ("Casualty Units"), which have suffered Casualty Occurrences and for which payment has been made, from the terms and conditions of that Reconstruction and Conditional Sale Agreement dated as of December 15, 1974, which was filed and recorded with the Interstate Commerce Commission on April 17, 1975 and assigned Recordation No. 7894, and First Security Bank of Utah, National Association, released said Casualty Units from the terms and conditions of that Lease of Railroad Equipment dated as of December 15, 1974, which was filed and recorded with the Interstate Commerce Commission on April 17, 1975 and assigned Recordation No. 7894-A.

Attached hereto is a draft in the amount of \$10.00 payable to the Treasurer of the United States to cover the recordation fee for said Agreement of Partial Release.

This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

After recordation, please return the recorded counterparts of said Agreement of Partial Release to:

Mr. David M. Yearwood  
General Attorney  
Louisville and Nashville Railroad Company  
908 West Broadway  
Louisville, Kentucky 40203

Respectfully yours,

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By David M. Yearwood  
David M. Yearwood  
General Attorney

RECORDED 7894-1 Filed 1425

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INTERSTATE COMMERCE COMMISSION  
AGREEMENT OF PARTIAL RELEASE dated as of December 15,

1978 between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,  
and FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Trustee.

WITNESSETH:

WHEREAS, by a Reconstruction and Conditional Sale Agreement dated as of December 15, 1974 (hereinafter called the Conditional Sale Agreement) among Mercantile-Safe Deposit and Trust Company, as Agent (therein and hereinafter called the Vendor), Louisville and Nashville Railroad Company (hereinafter called the Lessee), L&N Investment Corporation (therein and hereinafter called the Builder) and First Security Bank of Utah, National Association, as Trustee, the Vendor agreed to sell to said Trustee its interest in the railroad equipment described in Schedule A thereto (hereinafter called the Equipment) after it has been reconstructed by the Builder;

WHEREAS, by a Lease of Railroad Equipment dated as of December 15, 1974 (hereinafter called the Lease) between First Security Bank of Utah, National Association, as Trustee (therein and hereinafter called the Lessor) and the Lessee, the Lessor leased the Equipment to the Lessee subject to the rights of the Vendor under the Conditional Sale Agreement;

WHEREAS, the Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on April 17, 1975, and assigned Recordation

No. 7894;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on April 17, 1975, and assigned Recordation No. 7894-A;

WHEREAS, a 50-ton box car and a 50-ton gondola car bearing the Lessee's road numbers 111446 and 28137, respectively (hereinafter called the Casualty Units), subject to the Conditional Sale Agreement and Lease, have suffered Casualty Occurrences;

WHEREAS, the Lessee has paid to the Lessor, pursuant to Section 6 of the Lease, the Casualty Value of the Casualty Units;

WHEREAS, the Lessor, as Vendee under the Conditional Sale Agreement, has paid to the Vendor, pursuant to Article 6 of the Conditional Sale Agreement, the Casualty Value of the Casualty Units;

WHEREAS, the Lessor, as Vendee under the Conditional Sale Agreement, is entitled to receive from the Vendor this instrument confirming passage to the Lessor of the Vendor's right, title and interest in the Casualty Units and the release of the Casualty Units from the terms and conditions of the Conditional Sale Agreement; and

WHEREAS, the Lessee is entitled to receive from the Lessor this instrument confirming passage to the Lessee of the Lessor's right, title and interest in the Casualty Units and the release of the Casualty Units from the terms and conditions of the Lease;

NOW, THEREFORE, in consideration of the mutual promises,

covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

The Vendor does hereby bargain, sell, assign, transfer and set over to the Lessor its right, title and interest in the Casualty Units and does hereby release the Casualty Units from the terms and conditions of the Conditional Sale Agreement.

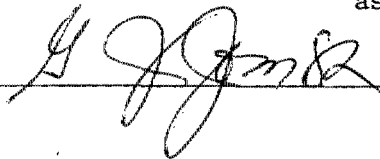
The Lessor does hereby bargain, sell, assign, transfer and set over to the Lessee its right, title and interest in the Casualty Units and does hereby release the Casualty Units from the terms and conditions of the Lease.

This instrument may be executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,  
as Agent

By



(Corporate Seal)

ATTEST:

  
CORPORATE TRUST OFFICER

By

ATTEST:

On this 5<sup>th</sup> day of January, 1979, before me personally appeared G. J. Johnston, to me personally known, who, being by me duly sworn, says that he is ASSISTANT VICE PRESIDENT of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission expires

(Notarial Seal)

STATE OF UTAH                    )  
                                      ) SS:  
COUNTY OF SALT LAKE        )

On this 10 day of January, 1979 , before me personally  
appeared J. TRACY WALKER, to me personally  
known, who, being by me duly sworn, says that he is \_\_\_\_\_  
TRUST ADMINISTRATOR of First Security Bank of Utah, National Association,  
that one of the seals affixed to the foregoing instrument is the  
corporate seal of said association, that said instrument was signed  
and sealed on behalf of said association by authority of its Board  
of Directors, and he acknowledged that the execution of the foregoing  
instrument was the free act and deed of said association.

Verna L. Allcorn  
Notary Public

My Commission expires My Commission Expires November 15, 1981

(Notarial Seal)